
SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.

3. SOLICITATION NO.

49-M-APHIS-02

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

5. DATE ISSUED

5/23/02

6. REQUISITION/PURCHASE NO.

APWSWRND-0005-2

7. ISSUED BY CODE: 6395

USDA, MRP-BS Contracting
Butler Square, Fifth Floor
100 North Sixth Street
Mpls., MN 55403

8. ADDRESS OFFER TO
(If other than Item 7)

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in the Contracting Section, until 2:30 pm local time on June 24, 2002.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME:
José-Luis Gallagher

B. TELEPHONE NO.
(Include Area Code)
(NO COLLECT CALLS)
(612) 370-2226

C. E-MAIL ADDRESS

jose.l.gallagher@usda.gov

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA
FAR (48 CFR 53.214(c))

SOLICITATION, OFFER AND AWARD

11. TABLE OF CONTENTS

X SEC	DESCRIPTION	PAGE(S)
	PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
F	DELIVERIES OR PERFORMANCE	
G	CONTRACT ADMINISTRATION DATA	
H	SPECIAL CONTRACT REQUIREMENTS	
	PART II - CONTRACT CLAUSES	
I	CONTRACT CLAUSES	
	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J	LIST OF ATTACHMENTS	
	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

OFFER(Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	____ CALENDAR DAYS _____ %
-----------------------------	-----------------------------	-----------------------------	-------------------------------

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE _____ TIN _____ DUNS _____	FACILITY _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print)
15B. TELEPHONE NO. (Include Area Code)			17. SIGNATURE
15C. [] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD(To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (1 Copies unless otherwise specified)		ITEM 25
24. ADMINISTERED BY CODE _____ (If other than Item 7)		25. PAYMENT WILL BE MADE BY CODE _____ USDA, MRP-BS Payments Team Butler Square, Fifth Floor 100 North Sixth Street Mpls., MN 55403
26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATE OF AMERICA Signature of Contracting Officer	28. AWARD DATE

IMPORTANT- Award will be made on this Form, or on Standard Form 26,
or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

TABLE OF CONTENTS

PAGE

SOLICITATION, OFFER AND AWARD	1
PART I - THE SCHEDULE	4
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	4
B.1 BACKGROUND	4
B.2 SCHEDULE OF ITEMS	4
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	6
C.1 BACKGROUND	6
C.2 SCOPE OF WORK.	6
C.3 CONTRACTOR PERFORMANCE REQUIREMENTS.	7
C.4 IMPORTANCE OF BEGINNING AND ENDING THE PROJECT AS SPECIFIED	7
C.5 RATES FOR SERVICES RENDERED.	8
C.6 CONTRACTOR LIABILITY	8
C.7 CONTRACTOR PERFORMANCE STANDARDS	8
C.8 PROGRESS REPORTS	9
C.9 CONTRACTOR QUALIFICATION REQUIREMENTS.	9
SECTION D - PACKAGING AND MARKING	11
SECTION E - INSPECTION AND ACCEPTANCE	12
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	12
SECTION F - DELIVERIES OR PERFORMANCE	13
F.1 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988) . . .	13
SECTION G - CONTRACT ADMINISTRATION DATA	14
G.1 TECHNICAL POINT OF CONTACT	14
G.2 CONTRACT ADMINISTRATOR	14
SECTION H - SPECIAL CONTRACT REQUIREMENTS	15
H.1 PERMITS AND LICENSES	15
H.2 MAINTENANCE	15
H.3 CUSTODY AND CONTROL	15
H.4 LIABILITIES OF THE VENDOR AND THE GOVERNMENT	15
H.5 LIABILITY FOR LOSS OR DAMAGE WITH GOVERNMENT FURNISHED PILOT	16
H.6 PERSONAL, PROTECTIVE EQUIPMENT (PPE)	16
H.7 RECORDING SERVICES	17
H.8 REQUIREMENTS FOR RENTAL HELICOPTERS	17
H.9 MINIMUM PILOT REQUIREMENTS FOR WS USE HELICOPTER. . . .	17
PART II - CONTRACT CLAUSES	18
SECTION I - CONTRACT CLAUSES	18
I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	18
I.2 52.222-42 STATEMENT OF EQUIVALENT RATES FOR	20
FEDERAL HIRES (MAY 1989)	
I.3 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)	20
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS . . .	22
SECTION J - LIST OF ATTACHMENTS	20
J.1 LIST OF ATTACHMENTS	20

PART IV - REPRESENTATIONS AND INSTRUCTIONS	23
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND	23
OTHER STATEMENTS OF OFFERORS	
K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE	23
DETERMINATION (APR 1985)	
K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)	24
K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,	26
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	
(DEC 2001)	
K.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS	27
(APR 2002)	
K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	30
(FEB 1999)	
K.6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)	30
K.7 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE	30
REPORTING (OCT 2000)	
K.8 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT	31
REPORTING REQUIREMENTS (JAN 1999) (DEVIATION)(USDA)	
SECTION L - INSTRUCTIONS, CONDITIONS, AND	33
NOTICES TO OFFERORS	
L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED	33
BY REFERENCE (FEB 1998)	
L.2 52.216-1 TYPE OF CONTRACT (APR 1984)	33
L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)	33
L.4 AGAR 452.204-70 INQUIRIES (FEB 1988)	34
L.5 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)	34
L.6 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE	34
INFORMATION (SEP 2001)	
SECTION M - EVALUATION FACTORS FOR AWARD	35
M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED	35
BY REFERENCE (FEB 1998)	
M.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999).	35

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BACKGROUND

The USDA-APHIS-WS program located in Bismarck, North Dakota intends to procure an agricultural-type helicopter with pilot to distribute glyphosate-based, aquatic herbicide and associated adjuvants to selected cattail acres in North Dakota as designated by the WS program. This procurement will constitute a two year designation encompassing spray seasons in 2002 and 2003 with 2003 contingent on available funding.

B.2 SCHEDULE OF ITEMS

Base Period: July 15, 2002 through August 31,2002

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Agricultural helicopter with pilot equipped or able to equip micro-foil booms.	3,300	acre	\$_____	\$_____

Option Period 1: July 15, 2003 through August 31,2003

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
2	Agricultural helicopter with pilot equipped or able to equip micro-foil booms.	3,300	acre	\$_____	\$_____

Option Period 2: July 15, 2004 through August 31,2004

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
3	Agricultural helicopter with pilot equipped or able to equip micro-foil booms.	3,300	acre	\$_____	\$_____

Option Period 3: July 15, 2005 through August 31,2005

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
4	Agricultural helicopter with pilot equipped or able to equip micro-foil booms.	3,300	acre	\$_____	\$_____

B.2 (Continued)

Option Period 4: July 15, 2006 through August 31, 2006

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
5	Agricultural helicopter with pilot equipped or able to equip micro-foil booms.	3,300	acre	\$_____	\$_____

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

Each year, the USDA, Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) program located in Bismarck, North Dakota estimates blackbird damage to ripening sunflower totals \$5 million to \$10 million annually in the sunflower growing regions of North Dakota, South Dakota, and Minnesota. On a state-wide level, blackbird damage to sunflower is estimated to be 2% in North Dakota. Individual sunflower producers can experience total sunflower production losses due to blackbird damage. Blackbird damage to sunflower begins in August and continues until late September as large flocks of blackbirds begin to form. Flock sizes range from a few hundred birds to flocks as large as a million blackbirds. These flocks prefer to roost and loaf in dense cattail marshes near sunflower fields.

As part of WS commitment to providing an integrated blackbird damage management approach, a cattail management program was initiated in 1991 to assist sunflower producers experiencing blackbird damage to sunflowers. Utilizing an approved aquatic herbicide to control dense cattails stands, large flocks of blackbirds can be dispersed by reducing the availability of a roosting substrate. This roosting substrate removal acts to disperse blackbirds and reduces sunflower damage to local sunflower crops.

C.2 SCOPE OF WORK

The USDA-APHIS-WS program located in Bismarck, North Dakota intends to procure an agricultural-type helicopter with pilot to distribute glyphosate-based, aquatic herbicide and associated adjuvants to selected cattail acres in North Dakota as designated by the WS program. This procurement will constitute a two year designation encompassing spray seasons in 2002, and optional seasons from 2003 through 2006 contingent on available funding.

Total cattail acres to receive treatment will vary on a yearly basis but are anticipated to approximate 3,300 acres in North Dakota. Locations will vary on a yearly basis and will be determined based on applications received from sunflower producers in North Dakota. Based on previous years, the majority of cattail acreages are sprayed in counties east of the Missouri River in North Dakota; counties and locations are subject to change dependant on requests from sunflower producers and available funding. The project is scheduled to begin on or about 15 July each year with completion expected by 31 August of each year. Cattail acres range in size from 10 acres to more than 100 acres with an average size of 20 to 30 acres.

Aerial surveys of all site locations will occur by WS personnel to ensure the presence and amount of cattails at each site prior to submission of site locations to the Contractor for spraying. Site visits by WS personnel may occur periodically throughout the duration of the project.

All chemicals associated with this project will be provided through a distributor designated by WS. Application rates of glyphosate and associated adjuvants will be conducted as specified by WS through current research. Application rates may vary from year to year but will not exceed the label recommendations. Applications of herbicides and associated adjuvants shall not be applied in winds greater than 8 mph to avoid drifting. Only 70% of the cattails may be removed from each wetland with spraying conducted in strips unless otherwise specified by WS. Strips should consist of a 50 foot spray swath with a 20 foot strip between spray lanes. WS will provide aerial photos of sections with designated cattail marshes highlighted on each photo along with county maps of areas to receive treatment. Each sectional photo will be labeled with legal description of site and estimated cattail acres to be treated at each site.

C.3 CONTRACTOR PERFORMANCE REQUIREMENTS

The Contractor shall provide an FAA-FAR 137 certified agricultural-type helicopter with micro- foil boom and pilot capable of applying glyphosate-based herbicide and adjuvants to dense cattail marshes state-wide in North Dakota. The Contractor shall follow detailed instructions; (1) on mixing the herbicide formulation with the prescribed ratios of adjuvants, (2) rates of application, (3) spray patterns, and (4) applying chemicals to only sites designated by WS. The Contractor shall have prior experience in low level flying with detailed knowledge of aerial application of herbicides to aquatic vegetation. The Contractor shall agree to monitor weather conditions and not apply herbicides during precipitation events, or apply herbicides six hours prior to, when reasonable weather information is available, or six hours after a precipitation event. The Contractor shall rinse and clean all mixing tanks, mixing equipment, spray nozzles, and aircraft holding tanks when utilized for the application of chemicals not designated under this announcement and prior to the mixing and application of chemicals utilized for control of cattails in aquatic situations.

The Contractor shall have all proper state and federal aerial applicator permits as required by the state of North Dakota and the Federal Aviation Administration (FAA). Contractor shall provide a copy of his/her North Dakota pesticide applicators license which authorizes aerial application to right-of-ways. Contractor shall provide a copy of his/her helicopter pilots license. Contractor shall provide proof that helicopter is registered for aerial application of pesticides in North Dakota. Copies of the aforementioned documentation and aircraft information shall be supplied to WS prior to commencement of the project. The Contractor shall ensure that all aerial applications conducted are completed in compliance with all federal, state, and local laws and regulations governing aerial applicators and according to label instructions.

The Contractor shall supply all personnel, labor, supplies, facilitating equipment, including helicopter with micro-foil boom, and associated materials required for administering aquatic herbicide and adjuvants in the state of North Dakota to cattail marshes. A glyphosate-based herbicide and associated adjuvants will be supplied to the Contractor from a designated vendor in such quantities as needed to complete the project.

The Contractor shall have all equipment needed for a mobile spray operation and capable of spraying remote locations across North Dakota. The Contractor shall have access to city and rural water supplies and clean-up facilities, as needed, to complete the project. The Contractor shall remain dedicated to WS project from commencement to completion. Timely application is important to ensure adequate control of the target emergent vegetation. WS will provide all chemicals (herbicide and associated adjuvants), except water, which must be obtained by the Contractor from a well or city water supply and not from surface water.

The Contractor is responsible for post-application clean up, including the proper disposal of herbicide and associated adjuvants. The Contractor shall also be responsible for disposal or recycling of all chemical containers.

The Contractor shall be responsible for maintaining accurate records of the date, time, location, wind conditions, amount of chemical used at each site, and acres of cattails receiving treatment at each site, either on the aerial photos provided by WS or on Contractor furnished cover sheets. The Contractor shall return all aerial photos, county maps, cover sheets, and submit all billing statements by 15 September of each year to ensure timely processing.

C.4 IMPORTANCE OF BEGINNING AND ENDING THE PROJECT AS SPECIFIED

To ensure proper control of cattails, timely applications of herbicides are required and must be completed during the time period specified. Glyphosate-based herbicides are systemic and offer the best control when cattails are actively growing or beyond the early to full bloom stage of growth. Once growth as ended, either naturally or induced by frost, cattail control with herbicide becomes ineffective. To ensure completion of the project prior to a hard frost, applications must begin on or about 15 July and be completed prior to 31 August.

C.5 RATES FOR SERVICES RENDERED

The Contractor will be paid based on the contract rates per actual cattail acres receiving treatment with herbicide. Payment will be made based on documentation recorded by the Contractor at each site which must be submitted to WS upon completion of the project. Treated acres should match closely those acres submitted to the Contractor by WS prior to the commencement of the project. Any deviations from the cattails acres provided by WS must receive prior approval from WS prior to completion of the project or payment will be made based on the original acres submitted to the Contractor from WS.

C.6 CONTRACTOR LIABILITY

The Contractor shall be liable for any damages, losses, or injuries to people, property, and/or animals which occur as a result, directly or indirectly, from its work performed while under contract with USDA. The Contractor shall be financially responsible for drift problems and must carry adequate liability insurance as required by the state of North Dakota. The Contractor shall immediately notify WS of any damages, losses, drift problems, or injuries occurring from work performed while under this contract.

C.7 CONTRACTOR PERFORMANCE STANDARDS

Contractor performance will be monitored throughout the effective period of the contract. The Contractor will be measured based on the following criteria:

<u>PERFORMANCE ELEMENT</u>	<u>PERFORMANCE STANDARD</u>	<u>MAXIMUM ERROR RATE</u>	<u>DEDUCTIONS</u>	<u>METHOD OF SURVEILLANCE</u>
Conform to APHIS Aviation requirements, Element North Dakota Aeronautics Commission Rules and Regulations, North Dakota Department of Agriculture Rules and Regulations, and the Federal Aviation Administration Rules and Regulations.	Same as Performance	0%	100%	Submission and verification of Aerial Applicators license, proof of liability insurance, and all other forms, licenses, and aircraft information requested by WS prior to the implementation of the project.
Timely Application of Herbicides and associated Adjuvants to Cattail-choked Wetlands designated by WS.	Initiation of the project0% should begin on/or about 15 July and Proceed until Completed but Not Exceed 31 August of Each year.	1%		Monitoring of Sites and Progress Reports. Review and Verification of Site Records and Billing information Submitted by Contractor.
Timely Submission of Billing Information and Timely return of Site Records and Aerial Photos.	All Billing Information, Site Records, and Aerial Photos Submitted to WS by 15 September of each Year.	0%	0.5%	Monitoring of Progress Reports. Review and Verification of Site Records, Billing Information, and Aerial Photos Submitted To WS By Contractor.
Application to only those Areas Specified by WS and Completed with No Drift Problems or Concerns	Same as Performance Element	0%	5%	All Billing Information, Site Records, and Aerial Photos Submitted to WS must be Consistent with sites provided To Contractor. Performance will also be determined based on verifiable Evidence from the Public when fault is Determined to be caused by Contractor negligence and/or Error.

C.8 PROGRESS REPORTS

Progress reports shall be submitted to WS, as needed, to ensure completion of the project. Progress reports shall constitute notification on project status and estimated completion date. Progress reports may be submitted through written reports or conveyed through verbal notification between WS and the Contractor.

C.9 CONTRACTOR QUALIFICATION REQUIREMENTS

1. Contractor shall designate a pilot with at least two years experience with the operation of agricultural-type helicopters, with micro-foil booms, flying at low levels and applying glyphosate-based herbicides and associated adjuvants to cattail marshes in a stripping pattern. Contractor shall show proof of a minimum of 500 hours of pilot-in-command of helicopter spraying of right-of-ways.
2. Contractor shall designate a pilot with at least two years experience in planning, implementing, and completing a large scale spray operation covering a wide-area and numerous site locations. This shall include the knowledge and ability to operate from remote locations from a mobile base of operations when needed.
3. Contractor shall have knowledge in the use and shall be capable of providing to the designated pilot, a SATLOC (GPS), or equivalent GPS unit, for use during the project for mapping of locations and providing an accurate reference for determination of lanes to ensure the designated stripping pattern is achieved.

This Page Left Blank Intentionally

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996

SECTION F - DELIVERIES OR PERFORMANCE

F.1 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is from July 15, 2002 through August 31, 2002. 4 option periods, from July 15 through August 31, for each of four successive years after 2002 are built in as optional periods.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TECHNICAL POINT OF CONTACT (TPOC)

(a) The TPOC for this contract is:

Ryan Wimberly
USDA APHIS WS BATCH 30
State Directors Office
2110 Miriam Circle Suite A
Phone: (701) 250-4405

(b) The alternate TPOC for this contract is:

Pam Ressler

Same address and phone as above

(c) The TPOC shall be contacted for informational purposes and is responsible for final acceptance only. The TPOC is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of this effort or encourage work which is beyond the scope of the description of work in the contract.

(d) When, in the opinion of the contractor, the TPOC requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) Only a Contracting Officer has authority to make changes concerning the requirements of the subject contract.

G.2 CONTRACT ADMINISTRATOR

The Contract Administrator (CA) shall represent the Contracting Officer (CO) on administrative matters.

The CA is responsible for administering the performance of work under this contract and shall be the first contact on matters pertaining to contract terms and conditions, changes, modifications, or other matters that may occur during the life of the contract. The CA shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract.

In no event, will any understanding, agreement, modification, change order, or other matter deviating from the terms of the contract be effective or binding upon the Government unless a written modification is executed by a Contracting Officer. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

SECTION H - SPECIAL CONTRACT REQUIREMENTS / HELICOPTER RENTAL PROVISIONS**H.1 PERMITS AND LICENSES**

Vendors shall be responsible for obtaining, at their expense, all necessary permits and licenses to comply with all applicable Federal, State, and local laws and regulations.

H.2 MAINTENANCE

All aircraft furnished under this agreement will be maintained in accordance with the maintenance standards specified in FAR, Part 135, or FAR, Part 91, (see attachments 2 and 2-A), including 100 hour inspections and compliance with the manufacturer's recommendations for time-between-overhaul and time-in service components. All aircraft furnished will be maintained so as to present a neat and clean appearance.

H.3 CUSTODY AND CONTROL

If the Vendor furnishes a pilot the Vendor will retain custody and assume full responsibility for the operation and well-being of the aircraft during the use period, when the Government furnishes the pilot the Government will assume custody and control and will exercise customary care and prudence in the operation and well being of the aircraft.

H.4 LIABILITIES OF THE VENDOR AND THE GOVERNMENT

The Government will not assume any responsibility whatsoever for loss or damage to equipment owned or operated by the vendor, his agents or employees, or sub-contractors, or for injury or death of the vendor, his agents or employees or sub-contractors, caused during the performance of this agreement. The Vendor will be responsible for the intentional negligent and wrongful acts or omissions of the Vendor, his employees, agents, or sub-contractors and employees and agents of the sub-contractors incident to the performance of this agreement.

The Vendor will hold and save the Government, its officers and employees harmless from all liability for any death or damage to all persons, (other than the liability of the Government to USDA employees as provided for under the Federal Employees Compensation Act) or to real property or to personal property which results from the operation of, or incident to, equipment furnished by the Vendor, or otherwise incident to performance of the agreement. However, the Vendor will not be responsible for any intentional negligent or wrongful acts of omissions of the U.S. Department of Agriculture employees.

WS agrees that during the term of the lease, if the aircraft is damaged or destroyed due to the negligence of a Federal Government employee, WS will reimburse the owner only as follows. In no event will any reimbursement be made for normal wear and tear. To the extent the aircraft has been damaged beyond normal wear and tear, WS agrees to pay the vendor for the reasonable cost of repair. If the aircraft is so severely damaged or destroyed such that repair is impracticable, or the cost of repair will exceed the fair market value of the aircraft less any salvage value, then WS agrees to pay the vendor the fair

market value of the aircraft at the time of the loss, less any salvage value. In no event will the liability of WS under this clause exceed the fair market value of the aircraft, at the time of the loss, less any salvage value. Further, the payment of any amount under this clause is expressly contingent on the availability of appropriations to WS at the time of the loss. Nothing in this agreement will be considered to imply that Congress will in the future appropriate sufficient funds to meet any losses.

H.5 LIABILITY FOR LOSS OR DAMAGE WITH GOVERNMENT FURNISHED PILOT

The Vendor will maintain full liability and hull insurance coverage, at their expense, for the aircraft listed on this agreement. The insurance will apply during the Government use period and the Government does not assume risk or liability for any damage to the aircraft during the contract period. A copy of the insurance form must be provided to the Government for proof of coverage prior to the Government's use. The minimum qualifications as set forth in the Vendor's Insurance coverage shall apply to all pilots furnished by the Government. The Government will, on request, furnish the name(s) of the pilot(s) and their qualifications that may be assigned to operate the aircraft.

If the aircraft is damaged or destroyed while in the custody of the Government, the Government will reimburse the Vendor for the deductible stipulated in the insurance coverage as follows:

- a. In-motion accidents - Up to five percent (5%) of the current insured value of the aircraft stated in the policy, or \$10,000.00, whichever is less.
- b. Not-in-motion accidents - A maximum of \$250,000 per accident.

The Government is not responsible or liable for damage to or loss of the aircraft, nor any insurance deductible, which occurs as a result of negligence or fault in maintenance of the aircraft by the Vendor, or loss or damage resulting from a latent defect in construction of the aircraft or a component thereof.

Subject to the above provisions, if the aircraft is damaged by fault of the Government, the Government may, at its option, make the necessary repairs at a facility of its choice or have the Vendor make the necessary repairs.

The Vendor is liable to the Government for any damage to or destruction of Government property arising out of the intentional negligent or careless activities of the Vendor, his employees, agents, or subcontractors.

H.6 PERSONAL, PROTECTIVE EQUIPMENT (PPE)

Unless otherwise stated in this agreement, the Vendor will, at his expense, supply the following personal protective equipment for the air crew members furnished by the Vendor:

- a. The pilot shall wear an aviator's protective helmet equipped with boom-microphone and headset compatible with the radio specifications of this contract during all flights.

The helmet shall be equipped with a chin strap and shall be individually fitted to cover the head, back of the neck and ears.

b. Pilots shall wear long-sleeved shirt and trousers (or long sleeved flight suit) made of fire resistant polyamide or aramid material or equal. Pilots shall wear leather and leather or polyamide or aramid gloves. The shirt, trousers, boots and gloves shall overlap to prevent exposure to flash burns.

c. Pilots shall have available personal protective clothing and equipment for personal use such as snow shoes, parka or heavy jacket, mitts and sunglasses.

H.7 RECORDING SERVICES

All services received will be recorded on an invoice (Form ADC-3) approved by the Government and submitted for payment in accordance with instructions issued by the ordering office.

H.8 REQUIREMENTS FOR RENTAL HELICOPTERS

All helicopters and operators covered by this agreement will be certified under the provisions of FAR, Part 135, "Air Taxi operators and Commercial operators". The Vendor's operations specifications will authorize the operations of helicopters, VFR, Day, Passengers, and Cargo. Notwithstanding subparagraph (b) of FAR, Part 135.1, helicopter use on WS operations will be operated and maintained under the provisions of FAR, Part 135, except for FAR, Part 135.119, "Prohibition Against Carriage of Weapons".

H.9 MINIMUM PILOT REQUIREMENTS FOR WS USE HELICOPTER

- a. Commercial pilot certificate with helicopter rating and a current class II medical.
- b. 1,500 hours in helicopters as pilot in command, 100 hours in class
- c. 100 hours in class size (light, medium, heavy, as applicable)
- d. 200 hours in helicopter with reciprocating engine, as applicable
- e. 100 hours in helicopter with turbine engine, as applicable.
- f. 50 hours in helicopters in the preceding 12 months
- g. 50 hours as pilot in command in the make and model or subsequent series of helicopter to be used on the operation
- h. 200 hours of low-level operation over typical terrain found in the area of operations, including 50 hours in the preceding 6 months.
- i. 25 hours experience as pilot in command for predator control operations or 100 hours experience as pilot in command on agriculture application type operations.

NOTE: Depending on the total experience level of the pilot, pilots that do not meet the recent short-term flying time requirements, but meet all other requirements, may be granted a waiver by the Regional Aviation Manager waiving certain short term requirements.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-18	ORDERING	OCT 1995
52.216-20	DEFINITE QUANTITY	OCT 1995
52.216-21	REQUIREMENTS	OCT 1995
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	AUG 1996

I.1 (Continued)

NUMBER	TITLE	DATE
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	FEB 2002
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000

I.1 (Continued)

NUMBER	TITLE	DATE
--------	-------	------

I.2 52.222-42 STATEMENT OF EQUIVALENT RATES FOR
FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee class	Monetary Wage	Fringe Benefits
Helicopter Pilot	23.63	\$2.56

I.3 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

I.3 (Continued)

- (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	NO OF PAGES
1	Wage Determination	8
2	Disclosure of Lobbying Activities Standard Form LLL	2

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORSK.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (APR 1985)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

K.1 (Continued)

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

52.203-11 CERTIFICATION AND DISCLOSURE APR 1991
REGARDING PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

K.2 (Continued)

(d) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award,

K.3 (Continued)

the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(APR 2002)

- (a)
 - (1) The North American Industry Classification System (NAICS) code for this acquisition is 481212.
 - (2) The small business size standard is no more than 1,500 employees.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
 - (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
 - (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

K.4 (Continued)

- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
 - (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any

K.4 (Continued)

publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the

K.4 (Continued)

Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.222-38 COMPLIANCE WITH VETERANS' DEC 2001
EMPLOYMENT REPORTING REQUIREMENTS

K.7 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--

- (1) As the owner or operator of facilities that will be used

K.7 (Continued)

in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (s3B(Check each block that is applicable.)

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.8 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION)(USDA)

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d)(i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it

K.8 (Continued)

has [], has not[], submitted the most recent report
required by 38 U.S.C. 4212(d).

- (b) An offeror who checks "has not" may not be awarded a contract
until the required report is filed.

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS-- COMPETITIVE ACQUISITION	MAY 2001

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price requirements contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

José-Luis Gallagher

USDA, MRP-BS Contracting
Butler Square, Fifth Floor

L.3 (Continued)

100 North Sixth Street
Mpls., MN 55403

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.5 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

L.6 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (SEP 2001)

The North American Industrial Classification System (NAIC) Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s):

-- NAICS Code 481212
-- Size Standard no more than 1,500 employees.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation requirements and represents the best value to the Government, technical quality and cost or price and other price-related factors considered. The following factors shall be used to evaluate offers: Proof of past performance on contracts for aerial application of herbicides to cattail marshes, location of contractor facility in North Dakota. The USDA will make award to the offeror whose offer conforms to solicitation requirements and represents the "best value" to the USDA based on technical quality, cost or price, and other price related factors. The combined weight of technical factors shall be given equal consideration to cost or price and other price related factors. Therefore, award may be made to other than the lowest priced, responsible offeror.

The technical evaluation factors and subfactors listed below are in descending order of importance:

1. Proof of past performance on contracts for aerial application of herbicides to cattail marshes
2. Location of contractor facility in North Dakota

*** note to offerors:** Offeror shall submit a list of three prior federal contracts, total dollar amounts, contact name, address, phone number, email and fax. If offeror has no prior federal experience, then he shall send aforementioned references of contracts held, in the following order; state then local.